

**UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF TEXAS
MARSHALL DIVISION**

UNITED STATES OF AMERICA, et al.,)	
<i>ex rel.</i> CALEB HERNANDEZ and JASON)	
WHALEY, Relators)	
)	
Plaintiffs,)	
)	
v.)	Case No. 2:16-cv-00432-JRG
)	Judge Rodney Gilstrap
TEAM HEALTH HOLDINGS INC., et al.)	
)	
)	
Defendants.)	

CONTINGENT STIPULATION OF DISMISSAL

Pursuant to Federal Rule of Civil Procedure 41(a)(1)(A)(ii) and the *qui tam* provisions of the False Claims Act, 31 U.S.C. § 3730(b)(1), and in accordance with the terms and conditions of the June 14, 2021 Settlement Agreement discussed herein, the United States of America (“United States”), Relators Caleb Hernandez and Jason Whaley (collectively, the “Relators”), and Defendants Team Health Holdings Inc., Team Finance LLC, Team Health Inc., AmeriTeam Services LLC, HCFS Health Care Financial Services LLC, and Quantum Plus LLC (d/b/a TeamHealth West) (collectively, the “Defendants”) (collectively, the Defendants with the United States and the Relators, the “Parties”), by and through undersigned counsel, hereby stipulate and agree to the dismissal of this action subject to the following terms and conditions:

1. The Parties have executed a written settlement agreement dated June 14, 2021 (“Settlement Agreement”).
2. Relators agree that the amount and terms of the Settlement Agreement are fair, adequate, and reasonable pursuant to 31 U.S.C. § 3730(c)(2)(B).

3. The United States and Relators have reached agreement in full settlement of any claims the Relators may have under 31 U.S.C. § 3730(d)(1) for a share of the proceeds of the settlement.

4. Relators and Defendants have reached agreement in full settlement of any claims the Relators may have under 31 U.S.C. § 3730(d)(1) for payment of their reasonable expenses, attorneys' fees and costs.

5. As of the time of this filing, Defendants have not yet made their payments pursuant to the Settlement Agreement. However, Defendants stipulate that such payments will be completed on or before June 28, 2021. Under the terms of the Settlement Agreement, the completion of such payments is a condition precedent to the Parties stipulating to dismissal. As such, upon receipt of Defendants' payments, the Parties will promptly notify the Court that this condition has been satisfied and that this Contingent Stipulation of Dismissal shall thus be given full effect.

6. Accordingly, consistent with the terms of the Settlement Agreement and contingent upon the filing of the notice of receipt of payment in accordance with paragraph 5 above, the Parties stipulate to the following:

a. As to the United States, the claims against the Defendants are dismissed with prejudice as to the Covered Conduct released in the Settlement Agreement, subject to all of the terms of the Settlement Agreement, and any other claims and defendants are dismissed without prejudice.

b. As to Relators, all claims are dismissed with prejudice, subject to all of the terms of the Settlement Agreement.

c. According to the terms of the Settlement Agreement, this Court retains jurisdiction over any disputes that may arise regarding compliance with the terms of the Settlement Agreement or to the extent necessary to enforce the terms and conditions of the Settlement Agreement or this Contingent Stipulation of Dismissal.

The Parties respectfully request that the Court enter an order of dismissal in the form attached upon the filing of the notice of receipt of payment in accordance with Paragraph 5 above.

Dated: June 14, 2021

Respectfully submitted,

/s/ **Trey Duck**

Trey Duck, TX Bar No. 24077234

tduck@nixlaw.com

Michael Angelovich, TX Bar No. 785666

mangelovich@nixlaw.com

Bradley E. Beckworth, TX Bar No. 24001710

bbeckworth@nixlaw.com

Andrew G. Pate, TX Bar No. 24079111

dpate@nixlaw.com

Cody L. Hill, TX Bar No. 24095836

codyhill@nixlaw.com

Winn Cutler, TX Bar No. 24084364

winncutler@nixlaw.com

Ross Leonoudakis, TX Bar No. 24087915

rossl@nixlaw.com

Bradley W. Beskin, TX Bar No. 24105463

bbeskin@nixlaw.com

Nicholas W. Shodrok, TX Bar No. 24117050

nshodrok@nixlaw.com

NIX, PATTERSON LLP

3600 N. Capital of Texas Hwy.

Building B, Suite 350

Austin, TX 78746

Telephone: 512.328.5333

Facsimile: 512.328.5335

Karl Rupp, TX Bar No. 24035243

krupp@nixlaw.com

NIX, PATTERSON LLP

Advancial Building, Suite 1050
1845 Woodall Rodgers Freeway
Dallas, TX 75021
Telephone: 972.831.1188
Facsimile: 972.444.0716

Attorneys for Relators

By: /s/Eric H. Findlay
Eric H. Findlay
Brian Craft
FINDLAY CRAFT, P.C.
102 N. College Avenue
Suite 900
Tyler, TX 75702
Tel: (903) 534-1100
Fax: (903) 534-1137
efindlay@findlaycraft.com
bcraft@findlaycraft.com

Thomas M. Melsheimer
Michael Brett Johnson
WINSTON & STRAWN LLP
2121 N. Pearl Street, Suite 900
Dallas, TX 75201
Tel: (214) 453-6500
Fax: (214) 453-6400
tmelsheimer@winston.com
mbjohnson@winston.com

Paula Weems Hinton
WINSTON & STRAWN LLP
800 Capitol Street, 24th Floor
Houston, TX 77002
Tel: (713) 651-2600
Fax: (713) 651-2700
phinton@winston.com

Attorneys for Defendants

BRIAN M. BOYNTON
Acting Assistant Attorney General

Civil Division

NICHOLAS J. GANJEI
Acting United States Attorney
Eastern District of Texas

/s/ James G. Gillingham
JAMES GILLINGHAM
Assistant U.S. Attorney
Eastern District of Texas
Lead Attorney (per L.R. CV-11(a)(1))
110 N. College Street, Suite 700
Tyler, Texas 75702
E-mail: james.gillingham@usdoj.gov
(903) 590-1400
(903) 590-1436 (fax)
Texas State Bar # 24065295

/s/ Kelly A. Quinn
JAMIE ANN YAVELBERG
ANDY J. MAO
KELLY A. QUINN (admitted *pro hac vice*)
Attorneys, Civil Division
Commercial Litigation Branch, Fraud Section
175 N Street NE, 9th Floor
Washington, D.C. 20002
E-mail: kelly.a.quinn@usdoj.gov
(202) 616-5578
(202) 307-3852 (fax)

Attorneys for the United States of America

CERTIFICATE OF SERVICE

I hereby certify, on this 14th day of June 2021, I caused a true and correct copy of the foregoing to be served on all counsel of record by electronically filing the same through the Court's electronic filing system.

/s/Trey Duck
TREY DUCK